

27 tenant obtain a tenant's policy of insurance, the rental
 28 agreement must include a statement that reads, in substantially
 29 this form: "A landlord is generally not liable for loss or
 30 damage to your personal property. This rental agreement does not
 31 require you to purchase and maintain a tenant's policy of
 32 insurance. You should consider purchasing a tenant's policy of
 33 insurance covering loss or damage to your personal property from
 34 a company of your choice."

35 (2) A notice required by subsection (1) must be in the same
 36 or larger type size as the majority of the rental agreement and
 37 must be separately initialed by the tenant.

38 (3) An unwritten agreement, or one that fails to include
 39 the required notice, is presumed to not require a tenant's
 40 policy of insurance.

41 (4) The sole remedy of a tenant for a landlord's failure to
 42 include either required notice in a written lease agreement is
 43 that the lease agreement may be, at the option of the tenant,
 44 terminable pursuant to s. 83.57. A tenant shall not have any
 45 cause of action against a landlord related to a landlord's
 46 failure to enforce an insurance requirement. No person shall be
 47 deemed a third party beneficiary of a requirement to purchase
 48 tenant's insurance.

49 Section 2. This act shall take effect January 1, 2015, and
 50 shall apply to any residential lease governed by Part II of
 51 Chapter 83 of the Florida Statutes that is entered into, or
 52 renewed after, said effective date.